

## **WEATHER OR NOT, INC.**

### **END-USER LICENSING AGREEMENT**

This End-User Licensing Agreement ("Agreement") is entered into by and between Weather or Not, User, and if applicable, User's Employer, as of the date User first accesses the Services pursuant to the terms as follows:

#### **1. GRANT OF RIGHTS**

WEATHER OR NOT, INC., a Kansas corporation ("Weather or Not"), hereby grants and you as the user ("User") accepts, upon the terms and conditions hereinafter set forth, a non-transferable, non-exclusive, and non-assignable license to use Weather or Not's Web site ("Site") and its services, including but not limited to "A+ Weather Alerts" and "A+ Weather Consulting." (together with the Site, the "Services"). User further agrees that its use of the Services shall be limited to non-commercial uses (unless the User or the User's Employer has acquired the right to use such Services commercially for its own internal business operations).

User further agrees that the information provided by Weather or Not as a part of Services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of Weather or Not.

#### **2. FEES AND PAYMENTS, EMPLOYER AGREEMENTS**

Notwithstanding any initial free trial period which may be offered by Weather or Not to User, User (directly or, if applicable, through User's Employer) shall pay the monthly licensing fee as agreed upon between User, the Employer and Weather or Not. If Weather or Not has entered into a separate written agreement with a User's employer ("Employer") then that Employer shall be responsible for all fees and services incurred by such User. User agrees that if for any reason it is no longer an authorized employee of Employer then User's rights under this Agreement shall terminate in all respects. All use of the Services related to a User shall be subject to both the Users and Employer's compliance with this Agreement, to the extent they do not conflict with the terms of the separate agreement between the Authorizing Entity and Weather or Not.

Weather or Not may revise its prices upon prior written notice which shall be provided through a display on the Site. Such price revisions will apply to all use by User after the effective date of the revision; provided, however, that such revised pricing shall not apply to a User's account until the period of use in which User's previous payment for the Services has expired or as otherwise agreed.

#### **3. DISCLAIMER OF WARRANTIES**

A. Weather or Not provides the Services "as is", without warranty of any kind, either express or implied, including but not limited to data accuracy, content, fitness for a particular purpose, or non-infringement. Additionally, Weather or Not does not warrant the use of the Services or the accuracy of the results obtained through the use of the Services. User acknowledges that weather forecasting is not an exact science and that Weather or Not has no control over User's or any Authorizing Entity's actions in response to forecasts and information received by it from Weather or Not. Weather or Not shall not be responsible for the acts or omissions of User taken in reliance upon the advice

provided by Weather or Not on or through the Services.

B. Weather or Not makes no warranties regarding the availability, functionality, or serviceability of the Services.

#### **4. LIMITATION OF LIABILITY**

Under no circumstances will Weather or Not or any of its representatives, officers, directors, shareholders, or employees, be liable for any damages incurred by User as a direct or indirect result of User's use of the Services, including but not limited to direct, indirect, incidental, special, or consequential, regardless of cause, including but not limited to the negligence of Weather or Not. Weather or Not shall not be responsible or liable for any damages incurred as a result of any information provided through the Services that User may receive or rely upon in its particular use.

#### **5. INDEMNIFICATION**

User agrees to indemnify and hold harmless Weather or Not, its successors, subsidiaries, officers, directors, affiliates, investors, employees, agents, independent contractors, licensors, attorneys, and representatives from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees, incurred by Weather or Not or any of the other parties mentioned in this Paragraph 5, to the extent caused by or arising out of your use of the Services (including any content, materials, or software) or any other information.

#### **6. COPYRIGHT AND TRADEMARK PROTECTION**

All materials contained within the Services, including but not limited to all codes, programming language, text, graphics, and videos, are protected by United States and foreign copyright laws. User may not reproduce, copy, redistribute, republish, transmit, or rewrite any material available through the Services for commercial use without the prior written consent of Weather or Not. Additionally, User agrees that all marks, names, symbols, and logos (herein "Marks") on the Services are registered or unregistered trademarks of Weather or Not and shall not be copied or used by User in any way without the express written consent of Weather or Not. User acknowledges that all ownership rights in the Marks are the sole property of Weather or Not. Any unauthorized use of the materials accessed through the Services may violate copyright law, trademark law, or other laws and will result in the termination of your rights as set forth in Paragraph 8.A.

#### **7. MODIFICATIONS TO THIS AGREEMENT**

Weather or Not may modify these terms and conditions from time to time, and the notice of such modification(s) shall be deemed to occur upon the appearance of such modification(s) on this web page. You agree to visit this web page occasionally to determine the current terms and conditions that govern your use of the Services.

#### **8. TERMINATION OF USER RIGHTS; USER'S RIGHT TO CANCEL SERVICE**

A. Weather or Not reserves the right to terminate User's access and use of the Services upon User's breach of any of the terms and conditions set forth herein. Upon such termination, User must destroy all materials User has received or downloaded through the Services and discontinue all access methods (including but not limited to hyperlinks) to

gain entry to the Services. User shall not be entitled to any refund of any fees paid for the Services in the event this Agreement is terminated pursuant to this Paragraph 8.A.

B. User may cancel its subscription to the Services at any time. User agrees that cancellation of services is User's sole right and remedy with respect to any dispute with Weather or Not arising out of User's direct or indirect use of the Services. User further acknowledges and agrees that notwithstanding User's right to cancel its subscription, User shall not receive any refund of any fees paid to Weather or Not pursuant to this Agreement upon such cancellation.

C. If there is no separate agreement entered into between User/Authority Entity and Weather or Not related to the Services, then this Agreement shall automatically renew for an equal term as the then existing term at the expiration of the current term unless either party provides the other party written notice of its intent to terminate this Agreement prior to expiration of the then current term.

## **9. HYPERLINKS AND THIRD PARTY INFORMATION**

Any hyperlinks to third party web sites made available through the Services are provided for User's convenience and are not impliedly endorsed or controlled by Weather or Not. Weather or Not is not responsible for any of these web sites, including but not limited to their content or policies. By choosing to utilize these links and access third party web sites, User acknowledges that User is doing so at User's own risk, and that all liability for damages alleged to be a result of the use of such third party web sites shall not be borne by Weather or Not. User may create a hyperlink to the Services provided that the hyperlink accurately portrays the Services and is in no way false, misleading, or derogatory. User may not "frame" the Services or any of its content without the express written consent of Weather or Not. Weather or Not reserves the right to revoke the right to use hyperlinks at any time at its sole discretion.

## **10. DOWNLOADS**

All software and materials available for download through the Services are subject to this Agreement, and User's use of such downloadable materials is contingent upon User's review and acceptance of the terms of this Agreement. All software and other materials which are available for download are subject to United States and foreign copyright laws and are protected materials of Weather or Not. Any attempt to reproduce, redistribute, or copy the software or materials to another server or location for any reason whatsoever is prohibited.

## **11. ENFORCEABILITY AND SEVERABILITY**

If any of the provisions of this Agreement are held to be invalid or unenforceable, then such provision(s) shall be construed to reflect as closely as possible the true intentions of the parties. A determination that a provision is invalid or unenforceable shall in no way affect the remaining provisions, which shall remain in full force and effect. This Agreement is not assignable without the express written consent of Weather or Not, and Weather or Not's failure to enforce any provisions or rights under this Agreement shall not be deemed a waiver of such rights, unless provided as such by the express written consent of Weather or Not.

## **12. TEXT-MESSAGING SERVICES**

In the event that any Services utilize text-messaging services, the following shall apply:

A. All text-messaging fees incurred by User, regardless of source, shall be the sole expense and responsibility of User. Furthermore, Weather or Not shall not be liable or responsible for any text-messaging fees or expenses incurred by User, regardless of whether such fees or expenses incurred are related to the volume of text messages received from Weather or Not through the Services.

B. Weather or Not does not make any claim, covenant, or warranty that any alerts or messages transmitted by Weather or Not via text message will be received by User. Furthermore, Weather or Not's sole responsibility with regard to text-messaging shall be to transmit any alerts or messages to the phone number provided to Weather or Not by User. Any disputes regarding the lack of receipt of text messages transmitted by Weather or Not shall be resolved by User and its cellular phone service provider.

C. User acknowledges and agrees that any text-message services are generally informational in nature and at the request of User. User further consents that all text messages (informational, marketing, or otherwise) may be sent by Weather or Not through the use of an automatic telephone dialing system to the phone number you provide when opting in to text-message services. Consent is not a condition of purchase.

### **13. ENFORCEMENT**

Any claim brought under this Agreement shall be brought in federal or state court in the State of Kansas, County of Johnson. In the event of such action being brought, the prevailing party shall be entitled to recover its legal fees.

### **14. INTERNATIONAL USAGE.**

The Services are controlled and operated by Weather or Not from its offices in Kansas, United States of America. Weather or Not makes no representation that the Services, or related information offered by Weather or Not are appropriate or available in other locations. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **15. PRIVACY**

Please refer to [https://www.weatherornot.com/\\_pdfs/privacy.pdf](https://www.weatherornot.com/_pdfs/privacy.pdf) for information regarding Weather or Not's collection, use, and storage of Users' information.

### **16. ENTIRE AGREEMENT**

This Agreement, along with [https://www.weatherornot.com/\\_pdfs/privacy.pdf](https://www.weatherornot.com/_pdfs/privacy.pdf), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.